

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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DOWGE INTERNATIONAL DEVELOPMENT,
LTD.,

Case No.: 1:22-cv-07880

Plaintiff,

-against-

LOUISE PARIS, LTD. d/b/a ME JANE,

ANSWER
Jury Demanded

Defendant.
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ANSWER OF DEFENDANT TO PLAINTIFF' AMENDED COMPLAINT

Defendant, Louise Paris, Ltd. d/b/a Me Jane ("Defendant") by and through their attorneys, Lazarus and Lazarus, P.C., as and for its Answer to the Complaint ("Complaint") of Dowge International Development Ltd. (the "Plaintiff") allege as follows:

NATURE OF THE ACTION

1. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 1.

PARTIES

2. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 2.
3. Defendant admits the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 3.
4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 4, except refers to the purchase orders referenced therein for the content thereof.

JURISDICTION AND VENUE

5. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 5, except refers to the statute referenced therein for the content thereof.

6. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 6.
7. Defendant admits the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 7.
8. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 8, except refers to the statute referenced therein for the content thereof.

FACTUAL ALLEGATIONS

9. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 9.
10. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 10, except refers to the contracts referenced therein for the content thereof and to the books and records of Plaintiff and Defendant for the truth.
11. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 11, except refers to the purchase orders referenced therein for the content thereof.
12. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 12, except refers to the books and records of Plaintiff and Defendant for the truth.
13. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 13, except refers to the invoices referenced therein for the content thereof.
14. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 14, except refers to the purchase orders referenced therein for the content thereof.
15. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 15, except refers to the books and records of Plaintiff and Defendant for the truth.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 16.
17. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 17, except refers to the invoices referenced herein for the contents thereof.
18. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 18, except refers to the invoices referenced herein for the contents thereof.
19. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 19.
20. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 20.
21. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 21.
22. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 22, except refers to the agreement referenced herein for the contents thereof.
23. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 23, except refers to the agreement referenced herein for the contents thereof.
24. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 24 except refers to the email correspondence referenced herein for the contents thereof.
25. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 25, except refers to the books and records of Plaintiff and Defendant for the truth.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

26. In response to the paragraph of the Complaint marked and numbered 26, Defendant repeat and reassert its responses to paragraphs 1 through 25 of the Complaint as if fully set forth herein.
27. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 27, except refers to the purchase orders referenced therein for the content thereof.
28. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 28, except refers to the purchase orders referenced therein for the content thereof and the books and records of Plaintiff and Defendant for the truth.
29. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 29.
30. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 30, except refers to the invoices referenced therein for the content thereof and the books and records of Plaintiff and Defendant for the truth.
31. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 31, except refers to the invoices referenced therein for the content thereof.
32. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 32, except refers to the invoices referenced therein for the content thereof.
33. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 33, except refers to the books and records of Plaintiff and Defendant for the truth.
34. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 34, except refers to the purchase orders, invoices and agreement referenced therein for the content thereof.
35. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 35.

36. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 36.

SECOND CAUSE OF ACTION

UCC § 2-709 ACTION FOR PRICE

37. In response to the paragraph of the Complaint marked and numbered 37, Defendant repeat and reassert its responses to paragraphs 1 through 36 of the Complaint as if fully set forth herein.

38. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 38.

39. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 39, except refers to the agreement referenced therein for the content thereof.

40. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 40, except refers to the books and records of Plaintiff and Defendant for the truth.

41. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 41.

42. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 42, except refers to the invoices referenced herein for the contents thereof and to the books and records of Plaintiff and Defendant for the truth.

43. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 43, except refers to the books and records of Plaintiff and Defendant for the truth.

44. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 44 except refers to the books and records of Plaintiff and Defendant for the truth.

45. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 45.

THIRD CAUSE OF ACTION
ACCOUNT STATED

46. In response to the paragraph of the Complaint marked and numbered 46, Defendant repeat and reassert its responses to paragraphs 1 through 45 of the Complaint as if fully set forth herein.
47. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 47, except refers to the invoices referenced therein for the content thereof.
48. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 48.
49. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 49, except refers to the invoices referenced therein for the content thereof.
50. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 50 except refers to the invoices referenced therein for the content thereof and to the books and records of Plaintiff and Defendant for the truth.
51. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 51.

FOURTH CAUSE OF ACTION

UNJUST ENRICHMENT

52. In response to the paragraph of the Complaint marked and numbered 52, Defendant repeat and reassert its responses to paragraphs 1 through 51 of the Complaint as if fully set forth herein.
53. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 53.
54. Defendant denies the truth of the allegations set forth in the paragraph of the Complaint marked and numbered 54.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

55. Plaintiff fails in whole or in part to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

56. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel or waiver.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

57. Plaintiff's claims are barred in whole or in part by the doctrine of laches.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

58. Plaintiff's claims are barred in whole or in part by Plaintiff's late delivery of the goods in question.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

59. Plaintiff's claims are barred by Plaintiff's own breaches.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

60. Plaintiff's claims are barred by documentary evidence.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

61. Plaintiff's claims are barred by the Statute of Frauds.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

62. Plaintiff's claims are barred by reason of payment.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

63. Plaintiff's claims are barred by Plaintiff's own conduct.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

64. Plaintiff's claims are barred by reason of offset.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

65. Plaintiff's claims are barred against Defendant by the doctrine of unclean hands.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

66. Plaintiff claims are barred due to Plaintiff's delivery of non-conforming goods.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

67. Plaintiff's claims are barred by the Statute of Limitations.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

68. Defendant hereby places the Plaintiff on notice that Defendant intend to rely on such further defenses as may be revealed or developed during the course of discovery in this matter, and reserve the right to amend this answer to include such defenses, including counterclaims, to the extent required and/or permitted by law.

WHEREFORE Defendant respectfully demand judgment dismissing the Complaint of Plaintiff; and (ii) for such other and further relief as this Court deems just and proper.

Dated: New York, New York
November 10, 2022

LAZARUS AND LAZARUS, P.C.
Attorneys for Defendant

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